

REMARKS

Reconsideration of the Final Office Action of December 7, 2005 is respectfully requested.

In the Office Action claims 26 and 28 were noted as having a misspelling of “placed”. The claim amendments filed with this response are limited to correcting this spelling error in claims 26 and 28 (as well as a similar misspelling noted in claim 11).

The Office Action includes a rejection of claims 1, 2, 7 and 8 under 35 U.S.C. 112, first paragraph, on the basis that the amended claims were deemed to contain subject matter “not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventors ...had possession of the invention.” The rationale for this conclusion set out in the Office Action is that the phrase “only stitched to said skin said skin” in claim 1 is new matter because the original disclosure does not preclude adding stitching in areas other than the “along the edges of the stiffeners”. This rejection is respectfully traversed for the reasons set out below.

Reference is made to the discussion in MPEP 2163.02 as to the standard for determining whether the written description requirement is satisfied.

In the rational given by the examiner, there is the requirement that there be set forth disclosure excluding the presence of stitching in areas other than what is claimed. This is traversed on the basis that the proper standard should be whether there is set forth in the original application sufficient disclosure of an example of the currently claimed invention to show possession of that subject matter. The disclosure of the present application does set forth an example of an inventive embodiment where stitching is limited to extending along the stiffeners edge in only the two layers sandwiching the stiffeners. This is sufficient to establish the claimed arrangement whether other embodiments of the invention may have additional stitching or not is immaterial to the question at issue as an embodiment is disclosed showing the inventors were in possession of the claimed feature.

(A) 2163.02 Standard for Determining Compliance With the Written Description
Requirement

The courts have described the essential question to be addressed in a description requirement issue in a variety of ways. An objective standard for determining compliance with the written description requirement is, "does the description clearly allow persons of ordinary skill in the art to recognize that he or she invented what is claimed." *In re Gosteli*, 872 F.2d 1008, 1012, 10 USPQ2d 1614, 1618 (Fed. Cir. 1989). Under *Vas-Cath, Inc. v. Mahurkar*, 935 F.2d 1555, 1563-64, 19 USPQ2d 1111, 1117 (Fed. Cir. 1991), to satisfy the written description requirement, an applicant must convey with reasonable clarity to those skilled in the art that, as of the filing date sought, he or she was in possession of the invention, and that the invention, in that context, is whatever is now claimed. The test for sufficiency of support in a parent application is whether the disclosure of the application relied upon "reasonably conveys to the artisan that the inventor had possession at that time of the later claimed subject matter." *Ralston Purina Co. v. Far-Mar-Co., Inc.*, 772 F.2d 1570, 1575, 227 USPQ 177, 179 (Fed. Cir. 1985) (quoting *In re Kaslow*, 707 F.2d 1366, 1375, 217 USPQ 1089, 1096 (Fed. Cir. 1983)).

The same MPEP section sets forth that the subject matter of the claim need not be described literally (i.e., using the same terms or *in haec verba*) in order for the disclosure to satisfy the description requirement.

A review of the originally filed disclosure does clearly convey to one of ordinary skill in the art that the inventors were in possession of the claimed feature "*said covering is only stitched to said skin in regions where there is covering contact with said skin*"

That is, all that need be shown is an embodiment which shows that the inventors were in possession of the claimed arrangement. This is clearly the case in the present application. The embodiment in Fig. 9 shows the stitch yarn 9 along the edge of the stiffeners 3. The stitch yarn 9 stitches the skin 2 and the fiber-reinforced resin-composite material 4, which is the "fiber-reinforced resin-composite covering" in claim 1 (see page 5, lines 23 and 24 of the original specification). The skin 2 and the material 4 are stitched along the edge portion of the stiffener 3 (see page 6, lines 12-15) for the purpose of positioning of the stiffeners, with the additional securing of the two layers exclusive of the stiffeners (which can be metal) being a by-product of the positioning function. As a result, the stiffener 3 is shown and disclosed as being positioned between a pair of the stitch yarn 9 along each side of the stiffener 3 without a positioning tool (see page 6, lines 17 and 18). The stiffener 3 is positioned easily by stitching of a pair of stitch yarn 9 (see page 8, lines 11 and 12).

According to the above described construction of an embodiment of the present invention, it is clear that the stitch yarn 9 should be along the edge of the stiffeners 9 without stitching the stiffeners 9 themselves and that the stitching is limited in a preferred embodiment described to the two contacting outer sandwich layers. If the stitch yarn 9 was off the edge of the stiffener 3, the stiffener 3 would not be positionable in place in the described fashion. If the stitch yarn 9 was also stitching the stiffeners 9, the stitch yarn 9 provider along the edge of the stiffener 3 to position the stiffener 3 would not work to achieve the described manufacturing labor and cost decrease.

As the general purpose of the only stitching represented in the embodiments of the invention is for positioning of the stiffeners sandwiched between the two noted layers, one of ordinary skill in the art would recognize that the preferred embodiment shown in Figure 9 shows the inventors were in possession of an arrangement wherein “*said covering is only stitched to said skin in regions where there is covering contact with said skin*”

Claim Rejections Under 35 U.S.C. §103(a)

Claims 1, 2, 7, 8 and 21-23 are rejected under 35 U.S.C. §103(a) as being unpatentable over Palmer. Claim 24 is rejected under 35 U.S.C. §103(a) as being unpatentable over Palmer in view of Willden et al.

Applicants respectfully submit that cited prior arts fail to disclose or suggest the feature of the present invention.

Claim 1, for example, describes the stitching extending along the stiffener side edges and only in regions where the two outer layers of the sandwich arrangement contact (thus providing for positioning ability via this set up). In other words, the claimed arrangement for stitch yarns along the edges of the stiffeners facilitate a positioning functioning of the stiffeners without a positioning tool.

Palmer not only fails to recognize the problem and solution achieved under the presently claimed invention, but actually discloses an arrangement directed at an entirely different problem/solution with the purpose of the stitching being for the purpose of providing a “stitch-reinforced sandwich panel with improved flatwise tensile strength, improved skin to core peel strength, and substantially reduced damage propagation from impact” (see the Abstract for example). Palmer discloses that these objects are provided for by using an integrated “fiber

layer/foam core/fiber layer" having a high density stitched sandwich structure. That is, Palmer specially employs an intermediate foam material core to gain the perceived benefit described in Palmer of a high tensile strength composite when all three layers (outer sandwich layer/foam core/opposite sandwich layer) are stitched through (outer sandwich layer/foam core/opposite sandwich layer). Further this stitching through the foam cores is utilized to ensure an overall high stitch density in the sandwich structure as well as assurance against core peel off, adjustment under impact, etc.

Thus, based on a review of the Palmer reference, the redesign proposed in the Office Action in support of the obviousness rejection (i.e., that it would have been obvious to one of ordinary skill in the art to remove stitching if a less stable and more easily delaminated product could be tolerated for a particular end use in order to decrease production costs) not only is not in any way suggested in the Palmer reference, but goes against the very purpose of its providing a high density stitch arrangement through the core for achieving the noted accomplishments. Moreover, not only is removal of stitching from extending through the foam core in the Palmer reference not supported and actually an action that functions to degrade and/or destroy the goals sought to be accomplished in the Palmer invention, the revisions made in the Office Action also involves an added, unsupported component of strategically deciding which stitching stays and which stitching doesn't (noting the foam core is easily stitched through), that can only be achieved by the benefits of the disclosure of the present application, which is improper.

As Palmer fails to disclose or suggest the features of independent claims 1 and 21, it also fails to disclose or suggest the dependent claims of claim 1 and 21. Further, the secondary reference Willden, *et al.* relied upon in the claim 24 rejection fails to remedy the above noted deficiencies in Palmer. Thus all claims are submitted to be in condition for allowance.

Conclusion

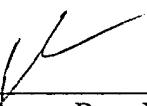
Accordingly, all claims are respectfully submitted to be both allowable over the prior art and fully in accordance with 35 U.S.C. §112.

In view of the above remarks, Applicants submit that the rejections are overcome. Hence, reconsideration and withdrawal of the rejections are respectfully requested.

If any fees are due in connection with the filing of this Amendment, such as fees under 37 C.F.R. §§1.16 or 1.17, please charge the fees to Deposit Account 02-4300; Order No. 032405R095.1.

Respectfully submitted,

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